

COUNTY OF MONTEREY

ORIGINAL

AMENDMENT #1 TO AGREEMENT #A-11481

Meals on Wheels of the Salinas Valley

This Amendment is made and entered into by and between the County of Monterey, a political subdivision of the State of California, (hereinafter, "COUNTY"), and Meals on Wheels of the Salinas Valley (hereinafter, "CONTRACTOR").

This Amendment modifies the agreement for the provision of home-delivered meals to low-income Seniors in Monterey County, between the parties executed on July 22, 2009, (hereinafter, "Original Agreement ") by adding \$56,578 as a result of an increase in meal count and meal reimbursement rate, as well as equipment purchases for the period July 1, 2009 to June 30, 2010, increasing the total contract amount to \$322,469. Therefore, the parties agree:

1. Section 1 of the Original Agreement is amended to read as follows:

1. SERVICES TO BE PROVIDED: The County hereby engages CONTRACTOR to perform, and CONTRACTOR hereby agrees to perform, the services described in Exhibit AA, in conformity with the terms of this Agreement. The services are generally described as follows: Provide home-delivered meals to low-income Seniors in Monterey County.

2. Section 2 of the Original Agreement is amended to read as follows:

2. PAYMENTS BY COUNTY: COUNTY shall pay the CONTRACTOR in accordance with the payment provisions set forth in Exhibit AA, subject to the limitations set forth in this Agreement. The total amount payable by COUNTY to CONTRACTOR under this agreement shall not exceed the sum of \$322,469.

3. Section 4 of the Original Agreement is amended to read as follows:

4. ADDITIONAL PROVISIONS/EXHIBITS: The following attached exhibits are incorporated herein by reference and constitute a part of this agreement:

<b>Exhibit AA</b>	<b>Scope of Services/Payment Provisions</b>
Exhibit B	DSES Additional Provisions
<b>Exhibit CC-1</b>	<b>Program Budget—City</b>
<b>Exhibit CC-2</b>	<b>Program Budget—Rural</b>
Exhibit D-1	Provider Claim to AAA (sample)
Exhibit D-2	AAA USDA NSIP Claim (sample)
Exhibit D-3	Provider Annual Closeout Summary (sample)
Exhibit E	HIPAA Business Associate Agreement
Exhibit F	Elder and Dependent Adult Abuse Reporting Certification
Exhibit G	Equipment Acquisition Report

4. Sections 1.02 and 2.01 of Exhibit B of the Original Agreement are amended to read as follows:

**1.02 Allowable Costs:** Allowable costs shall be the CONTRACTOR's actual costs of developing, supervising and delivering the services under this Agreement as set forth in the budget, attached hereto as **Exhibits CC-1 and CC-2**. Only the costs listed in **Exhibits CC-1 and CC-2** as contract expenses may be claimed as allowable costs. Any dispute over whether costs are allowable shall be resolved in accordance with the provisions of 45 Code of Federal Regulations, Part 74, Sub-Part F and 48 Code of Federal Regulations (CFR), Chapter 1, Part 31

**2.01 Outcome objectives and performance standards:** CONTRACTOR shall, for the entire term of this Agreement, provide the service outcomes set forth in **Exhibit AA**. CONTRACTOR shall meet the contracted level of service and the specified performance standards described in **Exhibit AA** unless prevented from doing so by circumstances beyond CONTRACTOR's control including, but not limited to, natural disasters, fire, theft and shortages of necessary supplies or materials due to labor disputes.

5. Exhibits **A, C-1, and C-2** of the Original Agreement, are rescinded and replaced by Exhibits **AA, CC-1, and CC-2**, attached.

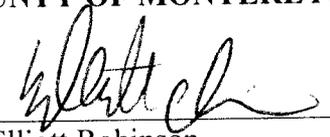
Subject to the foregoing amendment, all other terms and conditions of the Original Agreement shall remain in full force and effect.

*(this space left blank intentionally)*

If there is any conflict or inconsistency between provisions of this amendment and the Original Agreement, the provisions of this amendment shall control in all respects.

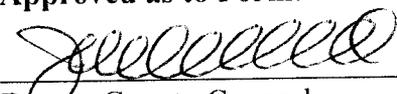
IN WITNESS HEREOF, the parties hereby execute this amendment as follows:

**COUNTY OF MONTEREY:**

By:   
Elliott Robinson  
Director, DSES

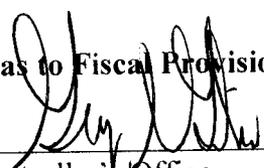
Date: 5/12/10

**Approved as to Form:**

  
Deputy County Counsel

Date: 4-14-10

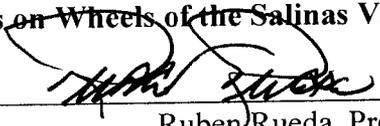
**Approved as to Fiscal Provisions:**

  
Auditor-Controller's Office

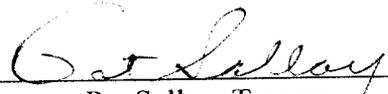
Date: 4-14-10

**CONTRACTOR:**

~~Meals on Wheels of the Salinas Valley~~

By:   
Ruben Rueda, President

Date: 04-12-10

By:   
Pat Sallay, Treasurer

Date: 4-12-10

**SCOPE OF SERVICES/PAYMENT PROVISIONS**  
**MEALS ON WHEELS OF THE SALINAS VALLEY**  
**July 1, 2009 to June 30, 2010**

**I. CONTACT INFORMATION**

Contractor Name: Meals on Wheels of the Salinas Valley  
Mailing Address: 40 Clark Street, Suite C  
Salinas, CA. 93901  
(831) 758-6325  
Fax: (831) 758-6518

Contact Person: Janine Nunez-Robinette,  
Executive Director  
Janiner@mowsalinas.org

County Contract Manager: Ethan Hurley  
Area Agency on Aging  
Department of Social  
and Employment Services  
713 La Guardia Street, Suite A  
Salinas, CA 93905  
(831) 755-3425  
Fax: (831) 783-7021

Disaster Preparedness Coordinator: Janine Nunez Robinette

**II. LOCATION:**

A. Administrative Offices: Meals on Wheels Salinas Valley  
40 Clark Street, Suite C  
Salinas, CA. 93901  
(831) 758-6325 Fax: (831) 758-6518  
Office hours: 9:00 AM – 4:30 PM

**III. TARGETING POLICY:**

It is the policy of the Area Agency on Aging to assure that services are effectively targeted to, and reach people most in need as directed by the Older Americans Act. Contractor shall give preference to serving individuals in greatest social and economic need, with particular attention to serving low-income minority individuals and older individuals residing in rural areas.

The term **Greatest Economic Need** means the need resulting from an income level at or below the poverty line.

The term **Greatest Social Need** means the need caused by:

- Physical and mental disabilities
- Language barriers
- Isolation caused by cultural, racial or ethnic status
- Social or geographic isolation

#### **IV. SERVICES TO BE PROVIDED:**

A. CONTRACTOR shall provide nutritious home delivered meals in compliance with all applicable sections of Title 22, Social Security, Division 1.8. California Department of Aging, Chapter 4.(1) Title III Programs – Program and Service Provider Requirements, Article 5. Title III C-Elderly Nutrition Program:

s 7636. Elderly Nutrition Program Provider Administration.

s 7636.1. General Requirements.

s 7636.5. Staff/Volunteer Training Requirements.

s 7638.3. Requirements for Home-Delivered Nutrition Services.

s 7638.5. Nutrition Requirements of Meals.

s 7638.7. Eligibility for Nutrition Services.

s 7638.9. Contributions and Fees for Cost of Meals.

s 7638.11. Nutrition Education Services for Participants.

B. Services shall be delivered to the following areas:

Areas Served:

City Program

City of Salinas

- Delivery of up to seven frozen meals per week

Rural Program

North County:

- Castroville & Pajaro - Delivery of up to seven frozen meals per week
- Prunedale area – Delivery of a hot lunch M-F from the Prunedale Senior Center

South County:

- Delivery of up to seven frozen meals per week

## V. MANAGEMENT INFORMATION SYSTEM DATA

A. Program Area: Home-delivered meals

1. Unit of Service Definition

Unit #004 AAASC: home delivered Meal (1 Meal) – Provision to an eligible client or other eligible participant at the client's place of residence, a meal which:

Complies with the Dietary Guidelines for Americans (published by the Secretary of the Department of Health and Human Services and the Secretary of the United States Department of Agriculture);

Provides, if one meal is served, a minimum of 33 and 1/3 percent of the current daily Recommended Dietary Allowances (RDA) as established by the Food and Nutrition Board of the National Research Council of the National Academy of Sciences.

Estimated total number of units of services to be provided:

### City Program

Title III C-2: Number of frozen meals delivered:

**40,070 meals**

NSIP: Number of NSIP frozen meals delivered:

**80,140 meals**

(equals **40,070** Title III C-2 main meals plus **40,070** breakfast meals CONTRACTOR provides above the minimum one meal five times per week).

### Rural Program

Title III C-2: Number of frozen meals delivered:

**25,565 meals**

NSIP: Number of NSIP frozen meals delivered:

**51,130 meals**

(Equals **25,565** Title III C-2 rural frozen meals plus **25,565** breakfasts CONTRACTOR provides above minimum meal of one meal five times per week)

Estimated total number of individuals who will receive meals: 475

B. Program Area: Nutrition Education

1. Unit #122: Nutrition Education (1 session per participant) – Provision of nutrition information and education to an eligible client at the client's place of residence. Services may be delivered in person or via printed material.

Estimated total number of units of services to be provided:

City & Rural – No less than four (4) sessions.

2. Unit #122: Nutrition Education (1 contact).

Estimated total number of individuals who will receive services: 475

## VI. REPORTING REQUIREMENTS

A program report shall accompany CONTRACTOR'S monthly invoice to COUNTY, using COUNTY's 'California Aging Reporting System' compliant MARSS Microsoft Access Database. Exhibit G, Equipment Acquisition Report, shall accompany CONTRACTOR'S monthly invoice to COUNTY as appropriate. Exhibit D-3, Annual Closeout Summary shall be submitted by CONTRACTOR to COUNTY at the end of the contract term, no later than July 10, 2010.

## VII. PAYMENT PROVISIONS

COUNTY shall pay CONTRACTOR in accordance with Article 6, Payment Conditions. Claims for payment shall be submitted electronically, in the form set forth in Exhibit D-1 and Exhibit D-2, by the 10<sup>th</sup> of the month for services rendered in the previous month.

Title III C-2

COUNTY shall reimburse CONTRACTOR for Title III C-2 funding based on the service unit rate of **\$3.40** multiplied by the number of units of service provided during the previous month by CONTRACTOR, not to exceed **Two Hundred Twenty-Three Thousand, One Hundred and Fifty-Nine dollars (\$223,159)**.

**City Program**

**\$3.40 X 40,070 (meals) = \$136,238**

**Rural Program**

**\$3.40 X 25,565 (meals) = \$86,921**

**One Time Only Funding:**

**\$13,400 for the purchase of a copier and a laser printer.**

**Total Title III C-2 Funds: \$236,559**

Title III C-2 NSIP

COUNTY shall reimburse CONTRACTOR 1/12<sup>th</sup> of the Nutrition Services Incentive Program (NSIP) funding each month for the purchase of raw food costs, not to exceed **Eighty-Five Thousand Nine Hundred and Ten Dollars (\$85,910)**.

**City Program = \$52,448**

**Rural Program = \$33,462**

The maximum amount to be paid by COUNTY to CONTRACTOR for the period July 1, 2009 through June 30, 2010 shall not exceed **Three Hundred Twenty-Two Thousand Four Hundred and Sixty-Nine Dollars (\$322,469)**.

Monterey County AAA Budget Certification

Fiscal Year 2010

HDEL City of Salinas

3212 0001 MOWSV - City

Site Abbr	Prov	Site	BegofYr	BID	ExpCat	BudgetC	BudgetIK
CityMOWSV	3212	0001	07/01/2009	1	Salaries/Vol IK	\$156,430	\$43,200
CityMOWSV	3212	0001	07/01/2009	2	Payroll Taxes	\$15,643	\$0
CityMOWSV	3212	0001	07/01/2009	3	Employee Benefits	\$31,286	\$0
CityMOWSV	3212	0001	07/01/2009	4	Volunteer Reimb.	\$6,300	\$0
CityMOWSV	3212	0001	07/01/2009	5	Travel/Vol Travel	\$700	\$0
CityMOWSV	3212	0001	07/01/2009	6	Confer/Trng/Mtgs	\$2,398	\$0
CityMOWSV	3212	0001	07/01/2009	7	Prof Fees:Acct/Legal/DP	\$14,846	\$0
CityMOWSV	3212	0001	07/01/2009	8	Equipment Purchase	\$16,900	\$0
CityMOWSV	3212	0001	07/01/2009	9	Equip Renv/Maint	\$6,160	\$0
CityMOWSV	3212	0001	07/01/2009	10	Occupancy	\$23,454	\$0
CityMOWSV	3212	0001	07/01/2009	11	Insurance(Not Veh/Occ)	\$4,550	\$0
CityMOWSV	3212	0001	07/01/2009	12	Utilities/Communications	\$3,055	\$0
CityMOWSV	3212	0001	07/01/2009	13	Postage/Shipping	\$6,332	\$0
CityMOWSV	3212	0001	07/01/2009	14	Printing/Publication	\$3,482	\$0
CityMOWSV	3212	0001	07/01/2009	15	Public Rel/Advertising	\$2,100	\$0
CityMOWSV	3212	0001	07/01/2009	16	Subs/Membership Dues	\$1,077	\$0
CityMOWSV	3212	0001	07/01/2009	17	Supplies	\$7,306	\$0
CityMOWSV	3212	0001	07/01/2009	18	Food/Food Service	\$263,305	\$0
CityMOWSV	3212	0001	07/01/2009	19	Vehicle Operation	\$3,300	\$0
CityMOWSV	3212	0001	07/01/2009	20	3C2 Nutrition Ed	\$200	\$0
CityMOWSV	3212	0001	07/01/2009	21	Awards/Events	\$2,100	\$0
CityMOWSV	3212	0001	07/01/2009	22	Lee Keely	\$3,000	\$0
CityMOWSV	3212	0001	07/01/2009	23	Misc.	\$700	\$0
<b>Expense Totals</b>						<b>\$574,624</b>	<b>\$43,200</b>

SiteAbbr	BegofYr	AAAClaim	NSIPClaim	ClientContr	CashMatch	CNonMatch	IKMatch	IKNonMatch	GRTotal
CityMOWSV	07/01/2009	\$149,638	\$52,448	\$73,340	\$283,118	\$16,080	\$0	\$43,200	\$617,824
<b>Expense Totals</b>						<b>\$574,624</b>	<b>\$43,200</b>		<b>\$617,824</b>

I certify that the amounts displayed are accurate and correct. James D. Robitette, Exec. Dir. - Revision Date 4/5/10

Approved by Vernice R. [Signature] Date 4/5/10  
 Signature (Name/Title) Ethel [Signature] Date 4/5/2010  
 AAA Fiscal Officer AAA Management Analyst

Monterey County AAA Budget Certification

Fiscal Year 2010

Title 3C2 3221 0001 MOWSV-North and South HDEL N and S County

SiteAbbr	Prov	Site	BegofYr	BID	ExpCat	Salaries/Vol IK	BudgetC	BudgetIK
RuralMOWSV	3221	0001	07/01/2009	1			\$77,046	\$17,360
RuralMOWSV	3221	0001	07/01/2009	2	Payroll Taxes		\$7,704	\$0
RuralMOWSV	3221	0001	07/01/2009	3	Employee Benefits		\$15,409	\$0
RuralMOWSV	3221	0001	07/01/2009	4	Volunteer Reimb.		\$2,700	\$0
RuralMOWSV	3221	0001	07/01/2009	5	Travel/Vol Travel		\$300	\$0
RuralMOWSV	3221	0001	07/01/2009	6	Confer/Tmg/Mtgs		\$1,028	\$0
RuralMOWSV	3221	0001	07/01/2009	7	Prof Fees:Acct/Legal/DP		\$7,648	\$0
RuralMOWSV	3221	0001	07/01/2009	8	Equipment Purchase		\$1,500	\$0
RuralMOWSV	3221	0001	07/01/2009	9	Equip Rent/Maint		\$2,640	\$0
RuralMOWSV	3221	0001	07/01/2009	10	Occupancy		\$10,052	\$0
RuralMOWSV	3221	0001	07/01/2009	11	Insurance(Not Veh/Occ)		\$1,950	\$0
RuralMOWSV	3221	0001	07/01/2009	12	Utilities/Communications		\$1,309	\$0
RuralMOWSV	3221	0001	07/01/2009	13	Postage/Shipping		\$2,714	\$0
RuralMOWSV	3221	0001	07/01/2009	14	Printing/Publication		\$1,578	\$0
RuralMOWSV	3221	0001	07/01/2009	15	Public Rel/Advertising		\$900	\$0
RuralMOWSV	3221	0001	07/01/2009	16	Subs/Membership Dues		\$461	\$0
RuralMOWSV	3221	0001	07/01/2009	17	Supplies		\$3,131	\$0
RuralMOWSV	3221	0001	07/01/2009	18	Food/Food Service		\$142,693	\$0
RuralMOWSV	3221	0001	07/01/2009	19	Vehicle Operation		\$7,700	\$0
RuralMOWSV	3221	0001	07/01/2009	20	3C2 Nutrition Ed		\$100	\$0
RuralMOWSV	3221	0001	07/01/2009	21	Awards/Events		\$900	\$0
RuralMOWSV	3221	0001	07/01/2009	22	Lee Keely		\$1,000	\$0
RuralMOWSV	3221	0001	07/01/2009	23	Misc.		\$300	\$0
<b>Expense Totals</b>							<b>\$290,763</b>	<b>\$17,360</b>

SiteAbbr	BegofYr	AAAClaim	NSIPClaim	ClientContr	CashMatch	CNonMatch	IKMatch	IKNonMatch	GRTotal
RuralMOWSV	07/01/2009	\$86,921	\$33,462	\$47,690	\$99,960	\$22,730	\$0	\$17,360	\$308,123
							<b>\$290,763</b>	<b>\$17,360</b>	<b>\$308,123</b>

I certify that the amounts displayed are accurate and correct. Jamie A. Robertson, Exec. Dir. Revision Date 4/5/10

Approved by Monica Cortez Date 4/5/10  
 Signature (Name/Title) Ethan [Signature] Date 4/5/2010  
 AAA Fiscal Officer AAA Management Analyst